

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PUBLIC WORKS DEPARTMENT

PROJECT MANUAL:

SUPPLY & DELIVER ONE (1) LOADER MOUNTED SNOWBLOWER

INVITATION FOR BID #16-19

Bid Opening Date: September 17, 2015 at 11:00 a.m.

SEPTEMBER 2015

Setti D. Warren, Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID No. #16-19**

The City of Newton (City) invites sealed bids in accordance with M.G.L. c.30B from Contractors for:

SUPPLY & DELIVER ONE (1) LOADER MOUNTED SNOW BLOWER

Bids will be received until: **11:00 p.m., Thursday, September 17, 2015**
at the Purchasing Department, Room 201, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459. Bids will not be accepted nor may submitted bids be corrected, modified or withdrawn after the deadline for bids. Following the deadline for bids, all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at : www.newtonma.gov/bids or for pickup at the Purchasing Department after **10:00 a.m., September 3, 2015.**

There will be no charge for contract documents. Bid surety is **not** required with this bid.

The City is seeking bids for its Department of Public Works for a **LOADER MOUNTED SNOW BLOWER** meeting the specifications set forth at pages 8-12 of this Invitation For Bids (IFB). The said Snow Blower shall be delivered by the Vendor within approximately **90 business days** following notice of award. **This will be a one-time purchase. The winning Vendor will receive a Purchase Order for this item.**

It is Bidder's responsibility to ensure its bid is submitted by the deadline for acceptance. Any bid received after the time for receipt established in this IFB will be returned unopened. All bids are subject to the provisions of M.G.L. Chapter 30B. Award shall be made to lowest responsive and responsible bidder.

"Equal" - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, at time of bid, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

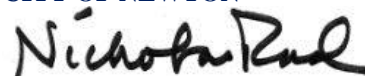
All bids shall be submitted as one ORIGINAL and one COPY.

All City of Newton bids are available on the City's web site, www.newtonma.gov/bids, Current Bids. It is the sole responsibility of Vendors downloading this IFB to ensure they have received any and all addenda prior to the bid opening. Addenda will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Department (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City will reject any and all bids in accordance with the above referenced General Laws. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

In the event that any person wishes to attend a bid opening or pre-bid meeting, accessible and reasonable accommodations will be provided to persons requiring assistance. If you need a reasonable accommodation, please contact the city of Newton's ADA Coordinator, Jini Fairley, at least two business days in advance of the meeting: jfairley@newtonma.gov or (617) 796-1253. For Telecommunications Relay Service, please dial 711.

CITY OF NEWTON



Nicholas Read
Chief Procurement Officer
September 3, 2015

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:the Bidder has read and understands the Bidding Documents, Contract Forms, General Conditions, Conditions of the Contract, General Requirements and Project Specifications (collectively, referred to as the "Contract Documents") and the bid is made in accordance therewith.
- 1.2 Failure to so examine the Contract Documents will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will only answer such requests if received by **Friday, September 11, 2015 at 12:00 noon**. In the event that the bid opening date is changed, the deadline for informational requests may also change as provided in an addendum issued by the City.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by addendum which will become part of the Contract Documents. The City will not be held accountable for any oral communication.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents. Receipt of all addenda issued must be acknowledged in the Bid Form. **YOUR FAILURE TO ACKNOWLEDGE ALL ADDENDA MAY RESULT IN YOUR BID BEING REJECTED AS NON-RESPONSIVE.**
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the procurement process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes itself known to the Purchasing Department, at purchasing@newtonma.gov or via facsimile (617) 796-1227, it shall be placed on the bidder's list. Bidders must provide the Purchasing Department with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #16-19**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.
- 3.3 Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: www.newtonma.gov/purchasing.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form #16-19" attached to this IFB.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR: **#16-19**
 - * NAME OF PROJECT: **Supply and Deliver One (1) Loader Mounted Snow Blower**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.5 Date and time for receipt of bids is set forth in the IFB.
- 4.6 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder. In the event that Newton City Hall is closed on the date or at the time that bids are due, the date and time for receipt of bids shall be on the next business day following that the Newton City Hall and the Purchasing Department are open.
- 4.7 Bids shall be submitted with one **original** and one **copy**.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge alternates (if any) in Section B on the Bid Form.
- 5.2 In the event an alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or electronic request. Electronic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids may be withdrawn within sixty (60) days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City is soliciting a price for one (1) loader mounted snow blower meeting the Specifications set forth at pp. 8-12 below. It is the City's intent to award one (1) contract to responsive and responsible bidder offering the lowest price. A contract will be awarded within sixty (60) days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.
- 7.2 The City reserves the right to waive minor informalities in or to reject any or all Bids if it be in the public interest to do so.

- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who has met all the requirements of the IFB; (3) who, if applicable, shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (4) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process chosen by the City such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

ARTICLE 9 – PROPRIETARY SPECIFICATIONS

- 9.1 The City may have used a proprietary specification to describe the supply for which is soliciting bids. Such specifications are permitted under M.G.L. c. 30B, §14, provided that the Chief Procurement Officer has prepared a written statement that no other manner of description suffices and the justification therefor.
- 9.2 The required determination and justification have been duly prepared, and a copy may be requested in accordance with the Massachusetts Public Records Law, M.G.L. c. 66, §10.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #16-19

- A.** The undersigned proposes to supply and deliver the equipment specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

SUPPLY & DELIVER ONE (1) LOADER MOUNTED SNOW BLOWER

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

- B.** This bid includes addenda number(s) _____, _____, _____, _____,

- C.** The Bidder proposes to supply and deliver one (1) LOADER MOUNTED SNOW BLOWER meeting the Department of Public Works' Vehicle Specifications at pp. 8-12 below at the following price FOB Delivered Newton, MA:

\$ _____

(Price In Words) _____

COMPANY: _____

State Delivery Time (number of calendar days after receipt of order): _____

- D.** The undersigned has completed and submits herewith the following documents:

- Signed Bid Form, 2 pages
- Bidder's Specification Sheet, 5 pages
- Bidder's Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Debarment Letter, 1 page
- IRS Form W-9, 1 page
- Certification of Tax Compliance, 1 page

- E.** Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days

- F.** The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that's/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B. The successful bidder will be required to furnish a Performance Bond each in the amount of 100% of the contract total.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone & FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

TECHNICAL SPECIFICATIONS FOR

SUPPLY & DELIVER ONE (1) LOADER MOUNTED SNOW BLOWER

1.0 GENERAL

- 1.1 The bidder is the manufacturer or an authorized dealer of the proposed unit, the detachable snow blower described is all made with new parts. The snow blower bidder has a quality assurance program under the supervision of an engineer.
- 1.2 The equipment offered must be of Canadian manufacture. The bidder must be either a manufacturer or a factory franchised dealer engaged in the business of selling and servicing the equipment bid upon.
- 1.3 The unit specified herein is consist of a two stage with dual auger snow blower attachment to a suitable mounting on a front end wheel loader, having a rated capacity of up to 2750 tons/hour with a 275 hp engine, capable of handling all types of snow including wet heavy snow to hard packed frozen snow.
- 1.4 The unit bid is capable to arduous duty for prolonged periods of time without deformation and/or failure of components in ambient temperatures to minus forty degrees -40°C (-40°F).
- 1.5 The Diesel engine drive a mechanical transmission, right angle gear box located behind the impeller casing, it divides the power directly to the impeller through a chain case for the conveyors. The conveyors are the augers type. The configuration of the snow blower is made in order to maximize the visibility of the operator in front of the snow blower.
- 1.6 The unit is provided with a female blank matching the existing loader coupler system.

2.0 OPERATION CAPACITY (TVC)*

- 2.1 Up to 2750 tons per hour with a 275 hp engine. “TVC (Theoretical Volumetric Capacity)
- 2.2 Casting distance of 46 m (150 ft.).

3.0 DIMENSIONS

- 3.1 Cutting width 2845 mm (112 in.)
- 3.2 Overall height 3531 mm (139 in.) (Telescopic chute at its minimum height)
- 3.3 Overall length 2083 mm (94 5/8 in. W/O quick attach)
- 3.4 Working height 1397 mm (55 in.).
- 3.5 Weight is 4300 kg (9,500 lb.). (Without quick attach and Diesel fuel.)

4.0 SNOW BLOWER FRAME

- 4.1 Fully welded construction.
- 4.2 Steel triangular construction.
- 4.3 Sides and bottom of the bucket made of 690 Mpa (100, 000 psi) steel, in order to withstand loads induced by quick attach coupler.

5.0 SCRAPER BLADE AND SKATES

- 5.1 Scraper blade made out of steel over the full width.
- 5.2 Total wear surface of skates is 1,935 cm² (300 in.²) with carbide insert 580 cm² (90 in.²).

6.0 VERTICAL SIDE KNIFE

- 6.1 Interchangeable side knife made of steel with a yield strength of 690 Mpa (100,000 psi).

7.0 TELESCOPIC LOADING CHUTE

- 7.1 Loading chute diameter 409 mm (16 in.) and consists of one (1) vertical section, one (1) directional section and one (1) flexible end cap section.
- 7.2 Steel and UHMW (Ultra High Molecular Weight) plastic rotation system to prevent friction and wear.
- 7.3 Flexible and directional sections made of steel having a thickness of 5 mm (3/16 in.) and a hardness of 500 Brinell.
- 7.4 Flexible section tilts through two (2) hydraulic cylinders to control the projection distance from 3 to 15 m (10 to 50 ft.)
- 7.5 Chute as 300° hydraulic rotation.
- 7.6 Rotation carried out using a hydraulic motor and a chain with a tension with a capacity of 5204 N (1170 lbf.) Rack and pinion system not acceptable.

8.0 IMPELLER AND IMPELLER CASING

- 8.1 1016 mm (40 in.) diameter impeller and five (5) bolt-on and concave 690 Mpa (100,000 psi) steel impeller blades.
- 8.2 The impeller is flange bolted mount.
- 8.3 The impeller casing 1016 mm (40 in.) nominal diameter and constructed of 9.5 mm (3/8 in.) 550 Brinell hardness abrasive steel.
- 8.4 Impeller casing rotation is hydraulically operated through a cylinder and rotates through 55°.
- 8.5 Impeller casing supported by 406 mm (16 in.) dia. UHMW bearing with two (2) steel wheel guides with bushing.

9.0 RIBBON AUGER

- 9.1 Interchangeable 914 mm (36 in.) diameter full flight ribbon welded in one (1) piece.
- 9.2 Ribbon must be serrated (saw tooth design) located every 102 mm (4 in.) minimum to break ice.
- 9.3 Spiral of 102 mm (4 in.) wide, 10 mm (3/8 in.) thick flight made of 690 MPa (100,000 psi) yield steel.
- 9.4 A rubber deflector is bolted on the blower frame above ribbon.

10.0 DIESEL ENGINE

- 10.1 Cummins QSB6.7 diesel engine 205 kW (275 hp) @ 2500 rpm, turbocharged and air/air after cooled electronic.
- 10.2 Displacement 6.7 Liter and Tier 3 approved engine.

- 10.3 To avoid clogging by the snow of the high snow bank in the right side, the radiator is located in the left side of the machine and is at 12 inches from the side.
- 10.4 Alternator: 165 Amps.
- 10.5 Oil and fuel filters with replaceable cartridge.
- 10.6 Low oil pressure and high coolant temperature shutdown system.
- 10.7 Air cleaner inside the hood with restrictor gage.
- 10.8 120 volt 750 Watts Block heater with an external weather proof receptacle.
- 10.9 Cold start device with a pre-heating element in the air intake with an operation indicator in the dashboard.
- 10.10 Inline fuel water separator.
- 10.11 The exhaust is equipped with a muffler.

11.0 HYDRAULIC SYSTEM

- 11.1 Hydraulic pump allowing an appropriate operation of the hydraulic components (if applicable). Time to complete the action is:
 - Impeller casing rotation: 2-3 seconds.
 - Chute rotation: 6-7 seconds.
 - Telescopic chute: 3, 4 – 3, 6 seconds.
 - Flexible end cap: 1, 5-2 seconds.
 - The reaction time within 0.10 second to allow quick and proper operation of all of these hydraulic functions.
- 11.2 Heavy-duty electro-hydraulic valves with insulated electric connections.
- 11.3 SAE 100R2 type hydraulic hoses.
- 11.4 Ten (10) micron oil filter on the return line.
- 11.5 Oil tank equipped with a breather cap and a sight glass and dip stick gauge.
- 11.6 A bolt-on inspection door on top of the tank is provided.
- 11.7 All “JIC” type hose couplings.
- 11.8 All hydraulic hoses are attached and suitably protected to avoid wear due to vibrations.

12.0 ENGINE COWLING

- 12.1 Tilt up type satin steel engine cowling to facilitate accessibility of the engine and its components.
- 12.2 Height from ground 1905 mm (75 in.)

13.0 FUEL SYSTEM

- 13.1 Fuel tank of a sufficient capacity to ensure eight (8) hours of operation in normal use.
- 13.2 102 mm (4 in.) diameter ventilated fuel cap with safety valve in the event of pressurization.

14.0 TRANSMISSION DRIVE

- 14.1 Mechanical drive equipped with a gear box, chain case and planetary gear box lubricated in oil bath.
- 14.2 All external driving shafts u-joints are permanently lubricated and maintenance free.
- 14.3 Transmission is able to handle the power and torque of the Diesel engine in all conditions.
- 14.4 Two (2) shear bolt flanges to protect the transmission drive, one for the complete system and another for the augers.
- 14.5 Bevel gear box divides power for the impeller and for the auger.
- 14.6 All input and output shafts of the gear box and drop box are splined type which drive the impeller.
- 14.7 A driveshaft transmits power to the auger through a planetary hub reduction gear and a roller chain.
- 14.8 The clutch engaged hydraulically and controlled from the cab.

15.0 ELECTRICAL SYSTEM (12 volts)

- 15.1 Control box and instrument panel installed in the wheel loader's cab. Volume of the box is 960 cm³ (378 po³).
- 15.2 Multi-function joystick installed in the wheel loader's cab for hydraulic control functions.
- 15.3 Illuminated tachometer and hour meter.
- 15.4 Illuminated voltmeter, oil pressure gauge and engine coolant temperature gauge.
- 15.5 Illuminated fuel level gauge.
- 15.6 Rocker switch for variable engine throttle control.
- 15.7 Ignition switch.
- 15.8 Switch for clutch engagement and disengagement.
- 15.9 All electrical harnesses to have weatherproof connectors.
- 15.10 All electric wires are numbered every 50 mm (2 in.)
- 15.11 Electrical system is equipped with a main switch.
- 15.12 Battery capacity of 1850 (CCA).
- 15.13 Red emergency kill switch button (mushrooms type) installed near the joystick multi-functional control.

16.0 PAINT

- 16.1 All metal surfaces are sandblaster or sanded.
- 16.2 One (1) coat of epoxy primer and three (3) coats of polyurethane paint manufacturer standard yellow color.

17.0 MANUALS AND TOOLS

- 17.1 One (1) operation, parts and maintenance manuals for snow blower and engine. Electrical schematic is included with the parts manual.
- 17.2 A tool box with all necessary tools to change shear bolt and ten (10) set of each model is provided with the unit.

18.0 WARRANTY

- 18.1 Twelve (12) month warranty on parts and labor, starting from the date the unit is delivered.

19.0 OPTIONAL EQUIPMENTS

- 19.1 Scraper blade steel with carbide inserts through its length.
- 19.2 Right side steering vanes hydraulically controlled. **(RECOMMENDED)**
- 19.3 Long life flexible and directional sections loading chute made of 9.6 mm (3/8 in.) steel with chromium carbide wear surfacing treatment.
- 19.4 Long life impeller casing constructed of 9.6 mm (3/8 in.) steel with chromium carbide wear surfacing treatment.
- 19.5 LED lighting kit on blower head and loading chute. **(RECOMMENDED)**
- 19.6 A residential type muffler of make COWL. **(RECOMMENDED)**
- 19.7 Impeller casing 140° rotation (worm gear). **(RECOMMENDED IF YOU HAVE TO BLOW SIDE CAST ON THE SIDE END.)**
- 19.8 Wireless Cab Control
- 19.9 Full width skid kit. **(RECOMMENDED)**
- 19.10 457 mm (18 in.) hydraulic extension to allow the loading chute to cast at any adjustable height from 3531 to 3988 mm (139 to 157 in.). **(RECOMMENDED)**

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

City of Newton



Mayor
Setti D. Warren

Purchasing Department
Nicholas Read & Chief Procurement Officer
1000 Commonwealth Avenue
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Telephone
(617) 796-1220
Fax:
(617) 796-1227
TDD/TTY
(617) 796-1089

Date

Vendor

Re: Debarment Letter for Invitation For Bid #16-19

As a potential vendor on the above contract, the City requires that you provide a debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Debarment:

Federal Executive Order (E.O.) 12549 “Debarment and Suspension“ requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

I hereby certify under pains and penalties of perjury that neither I nor any principal(s) of the Company identified below is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

____ (Name)
____ (Company)
____ (Address)
____ (Address)
PHONE _____ FAX _____
EMAIL _____

____ Signature

____ Date

If you have questions, please contact Nicholas Read, Chief Procurement Officer at (617) 796-1220.

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ -----
☐ Other (see instructions) ▶

X Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Name

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

GENERAL TERMS AND CONDITIONS

The following Terms and Conditions shall apply, if and to the extent applicable:

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Purchase Order.
3. No charges will be allowed for packing, crating, freight, express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Vendor shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at it's expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Chief Procurement Officer. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
13. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the

material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated July 1995 Applicable to all contract in excess of \$10,000.00 A copy of this plan is on file at the City of Newton, Purchasing Dept. This paragraph applies to City of Newton purchases only.
16. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.
17. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

Print Name:_____

By: _____
Corporate Officer
(Mandatory, if applicable)

Print Name:_____

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

Date: _____

* The provision in this Certification relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

*** Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.